

LDWJF
12.3.93 v1
12.2.1.92 v1

PARCEL NUMBER
2843800065

No match in KC db 6/22/06



STEWART TITLE COMPANY
OF WASHINGTON, INC.
1201 Third Avenue, Suite 3800
Seattle, Washington 98101
ROBERT L. LUDLOW, Senior Title Officer
MIKE SHARKEY, Senior Title Officer
LINDA LAMSON, Title Technician
Unit No. 12
FAX Number 206-343-1330
Telephone Number 206-343-1327

King County Office of Open Space
506 Second Avenue, #1621, Smith Tower
Seattle, Washington 98104
Attention: Neil T. DeGoojer
Customer Ref: Robert V. & Ruby C. Pontius

Order No.: 249404

PROPERTY HISTORY REPORT

Amount \$320.00
Tax \$ 26.24

Effective Date: May 26, 1994, at 8:00 a.m.

A. Name of Assured:

KING COUNTY OFFICE OF OPEN SPACE

B. The land referred to in this report is situate in the county of King, state of Washington, and described as follows:

Tract 13, Gordon's Addition No. 2, according to the plat thereof recorded in Volume 36 of Plats, page 42, in King County, Washington.

TOGETHER WITH that portion of the southeast quarter of the southwest quarter of the southeast quarter of Section 4, Township 23 North, Range 4 East, W.M., in King County, Washington, lying westerly of the Duwamish River adjacent to said Tract 13.

C. Stewart Title Company of Washington, Inc. certifies that an examination of the public records of King County, Washington discloses the following deeds, real estate contracts, leases, and/or memoranda thereof describing the land referred to in this report recorded during the period beginning May 26, 1944 and ending on the effective date above.

The public records are those records established under state statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers of value and without knowledge.

PROPERTY HISTORY DOCUMENT LIST

1. TYPE OF DOCUMENT: Deed
DATED: March 25, 1941
RECORDING NUMBER: 3182331

FIRST PARTY: C. A. Reynolds of the City of
Seattle, King County, Washington

SECOND PARTY: Ethel Gordon Reynolds, his wife
AFFECTS: Tract 13 and other property
2. TYPE OF DOCUMENT: Deed
DATED: November 22, 1941
RECORDING NUMBER: 3207191

FIRST PARTY: Ethel Gordon Reynolds, wife of
Charles A. Reynolds, as her separate
estate

SECOND PARTY: Richard D. Gill and Elsie Gill, his
wife

AFFECTS: Tract 13
3. TYPE OF DOCUMENT: Deed
DATED: August 10, 1954
RECORDING NUMBER: 4495991

FIRST PARTY: Elsie Gill O'Rourke, wife of Bud
O'Rourke, as her separate estate

SECOND PARTY: Paul Taisey, Jr. and Helen V. Taisey,
his wife

AFFECTS: Tract 13
4. TYPE OF DOCUMENT: Statutory Warranty Deed
DATED: October 1, 1958
RECORDING NUMBER: 4957527

FIRST PARTY: Paul Taisey, Jr. and Helen V. Taisey,
his wife

SECOND PARTY: Zigmond G. Dedo and Wilma J. Dedo,
his wife

AFFECTS: Tract 13

(continued)

5. TYPE OF DOCUMENT: Statutory Warranty Deed
DATED: September 27, 1991
RECORDING NUMBER: 9110011124

FIRST PARTY: Wilma J. Dedo, as her separate estate

SECOND PARTY: Robert V. Pontius and Ruby C.
Pontius, husband and wife

AFFECTS: Tract 13

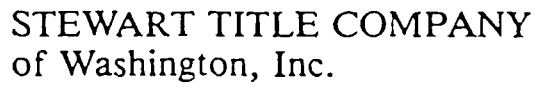
END OF PROPERTY HISTORY REPORT

Title to this property was examined by:

Diana Cardenas

Any inquiries should be directed to one of the title officers set forth in Schedule A.

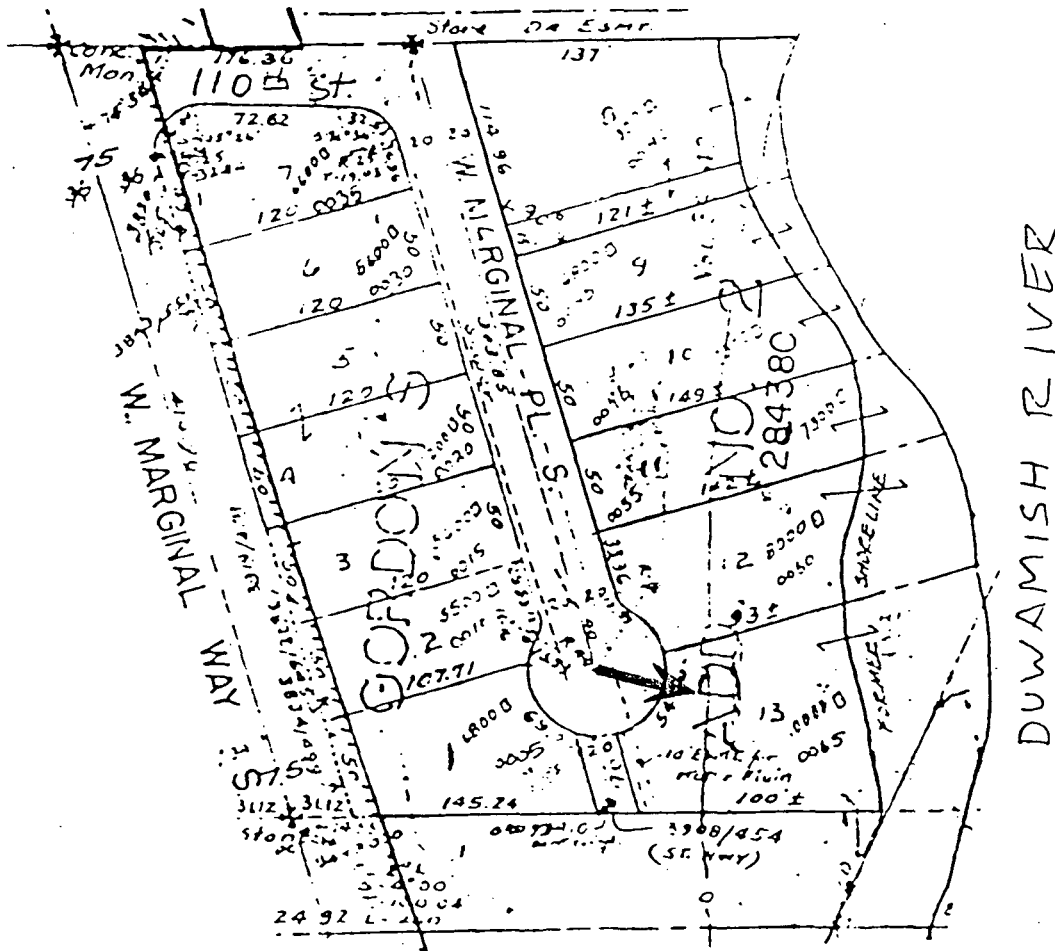
DL/dkh/6011N



249404

PD 1

GORDON'S ADDITION No. 2

$$36/42$$


THRON

DPF-6

STEWART TITLE COMPANY
OF WASHINGTON, INC.
1201 Third Avenue, Suite 3800
Seattle, Washington 98101
Senior Title Officer, Bob Ludlow
Title Officer, Mike Sharkey
Title Officer, Marie A. Pierce
Unit No. 8
FAX Number 206-343-8403
Telephone Number 206-343-1328

King County Office of Open Space
506 2nd Avenue, #1621 Smith Tower
Seattle, Washington 98104
Attention: Eldon Ball

Title Order No.: 123520

Customer Ref.: Duwamish Pocket Path ^{PK-6} (Green River Trail)

A. L. T. A. COMMITMENT
SCHEDULE A

Effective Date: June 21, 1990, at 8:00 a.m.

1. Policy or Policies to be issued:

PREMIUM

A. ALTA Owner's Policy
Standard (X) Extended ()
Proposed Insured:

Amount TO BE AGREED UPON
Tax

KING COUNTY

B. WORK CHARGE

Amount
Tax

\$200.00
\$ 16.20

2. The estate or interest in the land described herein and which is covered by this commitment is fee simple.

3. The estate or interest referred to herein is at Date of Commitment vested in:

*See amended
suppl #2*
~~ZIMMOND G. DEDO and WILMA J. DEDO, husband and wife, by deed
recorded under King County Recording Number 4957527~~

4. The land referred to in this commitment is situated in the County of King, State of Washington, and described as follows:

*See amended
suppl #2*
~~Tract 13, Gordon's Addition No. 2, according to the plat thereof
recorded in Volume 36 of Plats, page 42, in King County, Washington.~~

STEWART TITLE GUARANTY COMPANY

A.L.T.A. COMMITMENT

Schedule B

Order No. 123520

I. The following are the requirements to be complied with:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

II. Schedule B of the Policy or Policies to be issued (as set forth in Schedule A) will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. GENERAL EXCEPTIONS:
 - 1. Rights or claims of parties in possession not shown by the public records.
 - 2. Public or private easements, or claims of easements, not shown by the public record.
 - 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records, or Liens under the Workmen's Compensation Act not shown by the public records.
 - 5. Any title or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or sound, or lands beyond the line of the harbor lines as established or changed by the United States Government.
 - 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
 - 7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.
 - 8. General taxes not now payable or matters relating to special assessments and special levies, if any, preceding the same becoming a lien.
 - 9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes.
- C. SPECIAL EXCEPTIONS: As on Schedule B, attached.

A.L.T.A. COMMITMENT
SCHEDULE B
Page 2

SPECIAL EXCEPTIONS:

1. RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS AS HERETO ATTACHED:

RECORDED: October 18, 1940
RECORDING NUMBER: 3127178

2. RESTRICTIONS CONTAINED IN SAID PLAT AS FOLLOWS:

All lots or parcels are restricted to residence use (R-1 as defined by King County Planning Commission) and no lot shall be divided in any manner whereby the ownership of any portion of this plat shall be less than 6,000 square feet nor less than 50 feet in width.

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Puget Sound Power & Light Company, a
Massachusetts corporation

PURPOSE: Electric transmission and
distribution line

AREA AFFECTED: Portion of said premises and other
property

RECORDED: February 27, 1941
RECORDING NUMBER: 3148440

4. RELEASE OF OBLIGATIONS, INCLUDING THE TERMS AND CONDITIONS THEREOF:

GRANTED TO: City of Seattle
RECORDED: August 4, 1986
RECORDING NUMBER: 8608040917

for pressure reducing valve

5. TERMS AND CONDITIONS OF THE FOLLOWING INSTRUMENT, INCLUDING A SPECIAL TAP CHARGE FOR WATER SERVICE AS DISCLOSED BY APPLICATION AND AGREEMENT FOR WATER SERVICE:

EXECUTED BY: Z.G. Dedo
AMOUNT: \$1,895.91
DATED: June 18, 1986
RECORDED: August 4, 1986
RECORDING NUMBER: 8608040960

Balance P

6. Any question that may arise due to shifting and changing in course of Duwamish River.

(continued)

A.L.T.A. COMMITMENT
SCHEDULE B
Page 3

7. Right of the state of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Duwamish River.
8. Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.
9. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
10. Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.

- X* 11. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1; SECOND HALF DELINQUENT NOVEMBER 1:

*Out per
suppl #2*

YEAR:	1990
AMOUNT BILLED:	\$376.47
AMOUNT PAID:	\$188.24
AMOUNT DUE:	\$188.23
TAX ACCOUNT NUMBER:	284380-0065-02
LEVY CODE:	3642
AFFECTS:	Includes other property

CURRENT ASSESSED VALUE:	Land:	\$21,700.00
	Improvements:	\$15,600.00

- X* 12. DRAINAGE SERVICE CHARGE, LEVIED PURSUANT TO CITY OF SEATTLE ORDINANCE NO. 114155:

*Out per
suppl #2*

YEAR:	1990
AMOUNT:	NOT YET AVAILABLE
TAX ACCOUNT NUMBER:	284380-0065-02
AFFECTS:	Includes other property

- P X* 13. REAL ESTATE PURCHASE AND SALE AGREEMENT: *see Suppl. #1*

*Out:
53*

RECORDED:	December 13, 1988
RECORDING NUMBER:	8812130088
SELLER:	Gene M. Keyton <i>Z.C. Peden, Inc.</i>
PURCHASER:	Sabey Corporation

may have expired after 6 months

(continued)

A.L.T.A. COMMITMENT
SCHEDULE B
Page 4

14. Until the amount of the policy to be issued is provided to us, and entered on the commitment as the amount of the policy to be issued, it is agreed by every person relying on this commitment that we will not be required to approve any policy amount over \$100,000, and our total liability under this commitment shall not exceed that amount.

*See amended
suppl #2*
15. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of unincorporated King County.

Present Rate of Real Estate Excise Tax as of the date herein is 1.53%.

16-21 - see suppl #2
NOTE 1: Our examination discloses that the vestee herein does not own any contiguous property.

NOTE 2: The name and address of the current taxpayer according to the King County Assessors record is:

A.G. Dedo
11036 27th Avenue South
Seattle, Washington 98168

NOTE 3: The vestee herein acquired title by instrument recorded under Recording Number 4957527.

NOTE 4: FIVE YEAR DELINEATION OF TITLE:

No change from vesting Deed recorded under King County Recording Number 4957527.

NOTE 5: Please be aware that should this transaction cancel, there will be a minimum cancellation fee of \$50.00 plus tax of \$4.05.

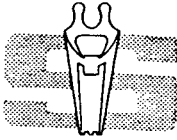
END OF SCHEDULE B

Title to this property was examined by:

Dee Martindale

Any inquiries should be directed to one of the title officers set forth in Schedule A.

DM/sp/3275u



STEWART TITLE COMPANY
of Washington, Inc.

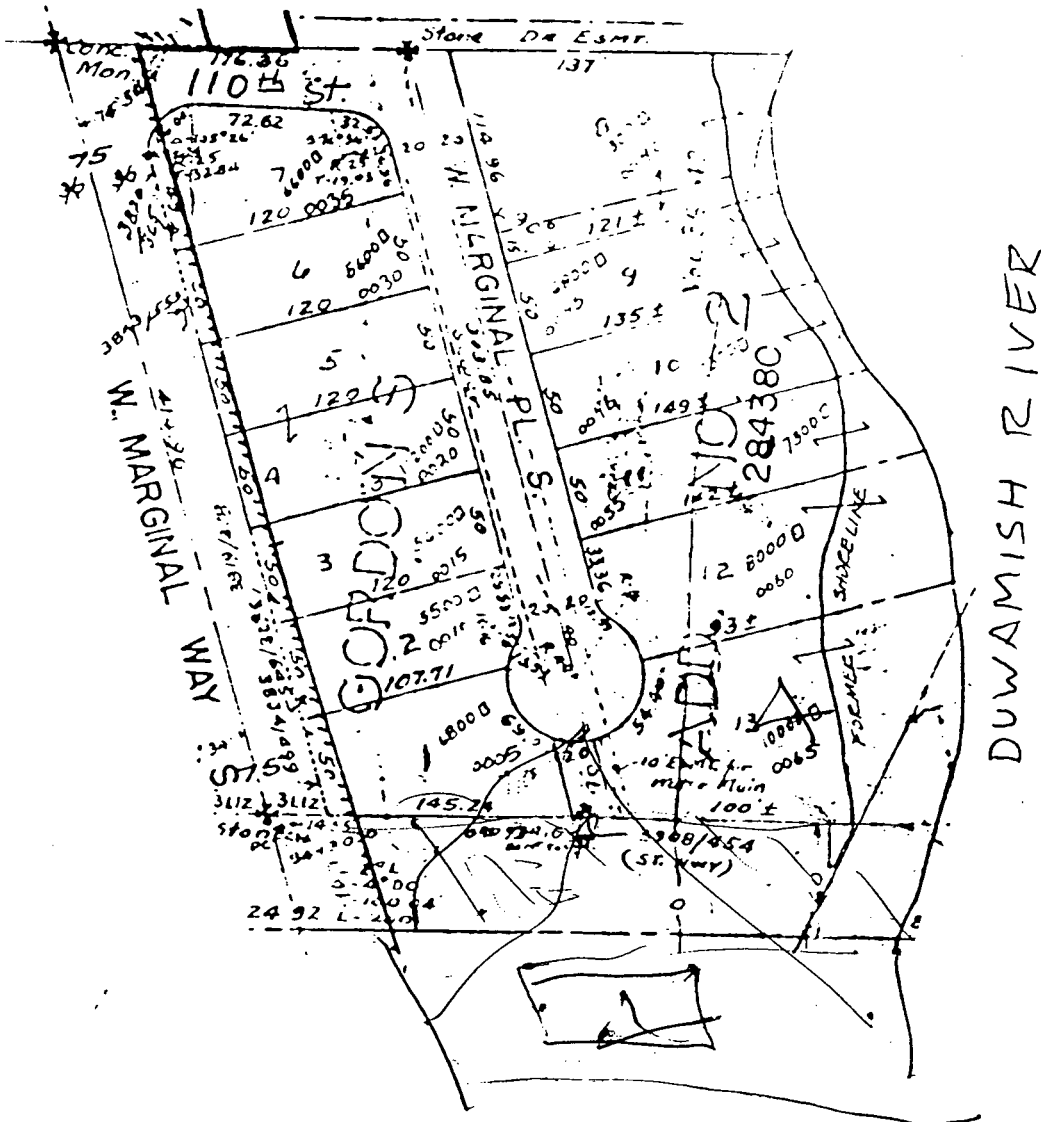
ORDER NO. 123520-8

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

PD 1

GORDONS ADDITION No. 2

36/42



200-1-1

GORDON'S ADDITION NO. 2

Restrictions and reservations executed by Ethel Gordon Reynolds, recorded October 18, 1940, in volume 1926 of deeds, page 480, under auditor's file No. 3127178, records of King County, Washington, substantially as follows:

All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than 2 cars.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of the committee composed of lot owners or their authorized representatives, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building set back lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until (5 to 7 years) conforming to period required to fully build up the subdivision, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representatives who thereafter shall have all of the power, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

No building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 5 feet to any side street line. No building, except a garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. Front lot line for all lots shall be construed as(inside street) (not named). If desired, a maximum setback line may be included as follows: No residence or attached appurtenance shall be erected on any lot farther than 35 feet from the front lot line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet, nor a width of less than 50 feet at the front building setback line.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$1500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 500 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half, two or two and one-half story structure.

(cont'd)

GORDON'S ADDITION NO. 2

That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting within 8 months from date of commencement of construction and shall be connected to septic tank or public sewerage.

Until public sewers are available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington Department of Public Health and the local authority.

That as to lots 1 to 7 inclusive, no building nor any portion of any building, nor any driveway nor any other structure shall be placed or maintained between the westerly boundary of said lots along West Marginal Way and a line running parallel thereto and a distance of 10 feet easterly therefrom. Said 10 foot strip of ground running parallel to West Marginal Way and adjacent thereto shall be used exclusively for the planting of grass and shrubs. Ingress and egress of vehicular traffic is prohibited over said 10 foot strip, which shall be planted with a screen of hardy long lived trees and shrubs.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situate in the said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise effect any of the other provisions which shall remain in full force and effect.

PLAT RESTRICTIONS

All lots or parcels are restricted to Residence use (R-1) as defined by King County Planning Commission) and no lots shall be divided in any manner whereby the ownership of any portion of this plat shall be less than 6000 sq. ft. nor less than 50' width.

PP-6

STEWART TITLE COMPANY OF WASHINGTON, INC.
1201 Third Avenue, Suite 3800
Seattle, Washington 98101 (206)622-1040

SUPPLEMENTAL TITLE REPORT

TO: King County Office
of Open Space
506 2nd Avenue
#1621 Smith Tower
Seattle, Washington 98104
Attn: Eldon Ball

Your Ref. No.: Duwamish Pocket
Path (Green River
Trail

Seller: Dedo
Mortgagor/Purchaser: King County
Our Order No.: 123520
Supplemental No.: 1

The following matters affect the property covered by this order:

* The following paragraph has been amended to read as follows:

13. REAL ESTATE PURCHASE AND SALE AGREEMENT:

RECORDED:	December 14, 1988
RECORDING NUMBER:	8812140194
SELLER:	Zigmond G. Dedo and Wilma Dedo
PURCHASER:	Sabey Corporation

* Except as to the matters reported hereinabove, the title to the property covered by this order has NOT been re-examined.

Dated as of July 5, 1990 at 8:00 a.m.

STEWART TITLE GUARANTY COMPANY

By: Bob Ludlow


Title Officer

3275u/dal

STEWART TITLE COMPANY OF WASHINGTON, INC.
1201 Third Avenue, Suite 3800
Seattle, Washington 98101 (206)622-1040

RECEIVED
MAR 15 1993

SUPPLEMENTAL TITLE REPORT

KING COUNTY
OFFICE OF OPEN SPACE

TO: King County Office
of Open Space
506 2nd Avenue
#1621 Smith Tower
Seattle, Washington 98104
Attn: Neil

Your Ref. No.: Duwamish Pocket
Path(Green River
Trail
Seller: Pontius
Mortgagor/Purchaser: King County
Our Order No.: 123520
Supplemental No.: 2

The following matters affect the property covered by this order:

- * A Full Update of the Commitment from June 21, 1990 through March 8, 1993 at 8:00 a.m. has disclosed the following:

Please refer to Supplemental No. 1, dated July 5, 1990.

- * The vesting has been amended to read as follows:

ROBERT V. PONTIUS and RUBY C. PONTIUS, husband and wife

- * The legal description has been amended to read as follows:

Tract 13, Gordon's Addition No. 2, according to the plat thereof recorded in Volume 36 of Plats, page 42, in King County, Washington.

TOGETHER WITH that portion of the southeast quarter of the southwest quarter of the southeast quarter of Section 4, Township 23 North, Range 4 East, W.M., in King County, Washington, lying westerly of the Duwamish River adjacent to said Tract 13.

- * The following paragraph of our preliminary commitment has been eliminated: 5
- * Paragraphs 11 and 12 of the commitment is/are out, taxes are paid in full, (1990).
- * The following paragraph has been amended to read as follows:

15. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of unincorporated King County.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78%.

(continued)

SUPPLEMENTAL TITLE REPORT

Page 2

Order No. 123520

* The following has been added as paragraphs 16, 17, 18, 19, 20 and 21:

16. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR:	Robert V. Pontius and Ruby C. Pontius, husband and wife
TRUSTEE:	Lawyers Title Company of Washington, Inc., a corporation
BENEFICIARY:	Wilma Dedo
AMOUNT:	\$82,500.00
DATED:	September 26, 1991
RECORDED:	October 1, 1991
RECORDING NUMBER:	9110011125

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

17. DELINQUENT GENERAL TAXES:

YEAR:	1992
AMOUNT BILLED:	\$715.66
AMOUNT PAID:	\$ 0.00
AMOUNT DUE:	\$715.66
	PLUS INTEREST
TAX ACCOUNT NUMBER:	284380-0065-02
LEVY CODE:	3642
AFFECTS:	Includes other property
CURRENT ASSESSED VALUE:	Land: \$32,400.00
	Improvements: \$22,000.00

18. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1; SECOND HALF DELINQUENT NOVEMBER 1:

YEAR:	1993
AMOUNT BILLED:	\$1,201.25
AMOUNT PAID:	\$ 0.00
AMOUNT DUE:	\$1,201.25
TAX ACCOUNT NUMBER:	284380-0065-02
LEVY CODE:	3642
AFFECTS:	Includes other property
CURRENT ASSESSED VALUE:	Land: \$69,800.00
	Improvements: \$25,100.00

NOTE: If the taxes cannot be divided equally by 2, the higher amount must be paid for the first half payment.

(continued)

2843800065

SUPPLEMENTAL TITLE REPORT

Page 3

Order No. 123520

19. DELINQUENT SURFACE WATER MANAGEMENT SERVICE CHARGE, LEVIED PURSUANT TO KING COUNTY ORDINANCE NO. 7590 OR CITY OF SEATTLE ORDINANCE NO. 114155:

YEAR: 1992
AMOUNT BILLED: \$85.02
AMOUNT PAID: \$ 0.00
AMOUNT DUE: \$82.05
PLUS INTEREST

TAX ACCOUNT NUMBER: 284380-0065-02
AFFECTS: Includes other property

20. SURFACE WATER MANAGEMENT SERVICE CHARGE, LEVIED PURSUANT TO KING COUNTY ORDINANCE NO. 7590 OR CITY OF SEATTLE ORDINANCE NO. 114155; FIRST HALF PAYMENT DELINQUENT MAY 1, SECOND HALF PAYMENT DELINQUENT NOVEMBER 1:

YEAR: 1993
AMOUNT BILLED: \$85.02
AMOUNT PAID: \$ 0.00
AMOUNT DUE: \$85.02
TAX ACCOUNT NUMBER: 284380-0065-02
AFFECTS: Includes other property

NOTE: If the taxes cannot be divided equally by 2, the higher amount must be paid for the first half payment. The above charges are payable with general taxes. Payment should be made to the King County Director of the Office of Finance.

21. Right, title and interest of the State of Washington for that portion, formerly lying within the Duwamish River, adjacent to Tract 13.

* There has been no change in the title to the property covered by this order since June 21, 1990, EXCEPT the matters noted hereinabove.

Dated as of March 8, 1993 at 8:00 a.m.

STEWART TITLE GUARANTY COMPANY

By: Bob Ludlow

Title Officer

11/3275u

2843800065

STEWART TITLE COMPANY OF WASHINGTON, INC.
1201 Third Avenue, Suite 3800
Seattle, Washington 98101 (206)622-1040

RECEIVED
JUN 10 1993

SUPPLEMENTAL TITLE REPORT

KING COUNTY
OFFICE OF OPEN SPACE

TO: King County Office
of Open Space
506 2nd Avenue
#1621 Smith Tower
Seattle, Washington 98104
Attn: Neil

Your Ref. No.: Duwamish Pocket
Path(Green River
Trail
Seller: Pontius
Mortgagor/Purchaser: King County
Our Order No.: 123520
Supplemental No.: 3

The following matters affect the property covered by this order:

- * The following paragraph of our preliminary commitment has been eliminated: 13

- * Except as to the matters reported hereinabove, the title to the property covered by this order has NOT been re-examined.

Dated as of June 9, 1993 at 8:00 a.m.

STEWART TITLE GUARANTY COMPANY

By: Bob Ludlow

Title Officer

sb/3275u

STEWART TITLE COMPANY OF WASHINGTON, INC.
1201 Third Avenue, Suite 3800
Seattle, Washington 98101 (206) 622-1040

SUPPLEMENTAL TITLE REPORT

TO: K.C. Office of Open Space
506-2nd Avenue, #1621
Seattle, Washington 98104
Attn: Neil

Your Ref: Duwamish Pocket Path
(Green River Trail)
Seller: Pontius
Purchaser: King County
Our Order No.: 123520
Supplemental No.: 4

The following matters affect the property covered by this order:

- * A Full Update of the Commitment from March 8, 1993 through April 18, 1994 at 8:00 a.m. has disclosed the following:
- * PLEASE REFER TO SUPPLEMENTAL REPORT NUMBER 3.
- * The following paragraphs have been amended to read as follows:

17. DELINQUENT GENERAL TAXES:

YEAR:	1992
AMOUNT BILLED:	\$715.66
AMOUNT PAID:	\$ 0.00
AMOUNT DUE:	\$715.66
	PLUS INTEREST

TAX ACCOUNT NUMBER:	284380-0065-02
LEVY CODE:	3642

CURRENT ASSESSED VALUE:	Land:	\$32,400.00
	Improvements:	\$22,000.00

(continued)

SUPPLEMENTAL TITLE REPORT

Page 2

Order No. 123520

18. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1; SECOND HALF DELINQUENT NOVEMBER 1:

YEAR:	1993
AMOUNT BILLED:	\$1,201.25
AMOUNT PAID:	\$ 0.00
AMOUNT DUE:	\$1,201.25
TAX ACCOUNT NUMBER:	284380-0065-02
LEVY CODE:	3642

CURRENT ASSESSED VALUE:	Land:	\$69,800.00
	Improvements:	\$25,100.00

NOTE: If the taxes cannot be divided equally by 2, the higher amount must be paid for the first half payment.

19. DELINQUENT SURFACE WATER MANAGEMENT SERVICE CHARGE, LEVIED PURSUANT TO KING COUNTY ORDINANCE NO. 7590 OR CITY OF SEATTLE ORDINANCE NO. 114155:

YEAR:	1992
AMOUNT BILLED:	\$85.02
AMOUNT PAID:	\$ 0.00
AMOUNT DUE:	\$82.05
	PLUS INTEREST

TAX ACCOUNT NUMBER:	284380-0065-02
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20. SURFACE WATER MANAGEMENT SERVICE CHARGE, LEVIED PURSUANT TO KING COUNTY ORDINANCE NO. 7590 OR CITY OF SEATTLE ORDINANCE NO. 114155; FIRST HALF PAYMENT DELINQUENT MAY 1, SECOND HALF PAYMENT DELINQUENT NOVEMBER 1:

YEAR:	1993
AMOUNT BILLED:	\$85.02
AMOUNT PAID:	\$ 0.00
AMOUNT DUE:	\$85.02
TAX ACCOUNT NUMBER:	284380-0065-02

NOTE: If the taxes cannot be divided equally by 2, the higher amount must be paid for the first half payment. The above charges are payable with general taxes. Payment should be made to the King County Director of the Office of Finance.

(continued)

2843800065

SUPPLEMENTAL TITLE REPORT

Page 3

Order No. 123520

* The following have been added as paragraphs 22, 23 and 24:

22. GENERAL AND SPECIAL TAXES AND CHARGES: FIRST HALF DELINQUENT MAY 1, IF UNPAID: SECOND HALF DELINQUENT NOVEMBER 1, IF UNPAID:

YEAR:	1994
TAX ACCOUNT NUMBER:	284380-0065-02
LEVY CODE:	3643
CURRENT ASSESSED VALUE:	Land: \$69,800.00
	Improvements: \$25,100.00

GENERAL TAXES:

AMOUNT BILLED:	\$1,246.60
AMOUNT PAID:	\$ 0.00
AMOUNT DUE:	\$1,246.60

SPECIAL DISTRICT:

AMOUNT BILLED:	\$1.25
AMOUNT PAID:	\$0.00
AMOUNT DUE:	\$1.25

23. SURFACE WATER MANAGEMENT SERVICE CHARGE, LEVIED PURSUANT TO KING COUNTY ORDINANCE NO. 7590 OR CITY OF SEATTLE ORDINANCE NO. 114155; FIRST HALF PAYMENT DELINQUENT MAY 1, IF UNPAID, SECOND HALF PAYMENT DELINQUENT NOVEMBER 1, IF UNPAID:

YEAR:	1994
AMOUNT BILLED:	\$6.87
AMOUNT PAID:	\$0.00
AMOUNT DUE:	\$6.87
TAX ACCOUNT NUMBER:	284380-0065-02

NOTE: If the taxes cannot be divided equally by 2, the higher amount must be paid for the first half payment. The above charges are payable with general taxes. Payment should be made to the King County Director of the Office of Finance.

(continued)

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SUPPLEMENTAL TITLE REPORT

Page 4

Order No. 123520

24. PENDING ACTION IN KING COUNTY:

SUPERIOR COURT CAUSE NUMBER: 94-2-06211-5
BEING AN ACTION FOR: Condemnation

PLAINTIFF: King County, a political subdivision
of the State of Washington

DEFENDANT: Robert V. Pontius and Ruby C.
Pontius, husband and wife; Puget
Sound Power and Light Company;
Western Title Company (formerly
Lawyers Title Company of Washington,
Inc., a corporation); Zigmond G. Dedo
and Wilma J. Dedo, husband and wife;
City of Seattle, State of Washington,
municipality of Metropolitan Seattle;
and all unknown persons or parties,
including unknown heirs and devisees
of any person deceased, claiming any
right, title, estate, lien or
interest in the real estate described
herein.

ATTORNEY FOR PLAINTIFF: Norm Maleng
Telephone No.: (206) 296-9015

A lis pendens of said action was filed on March 11, 1994 under
Recording Number 9403111931.

* There has been no change in the title to the property covered by
this order since March 8, 1993, EXCEPT the matters noted hereinabove.

Dated as of April 18, 1994 at 8:00 a.m.

STEWART TITLE GUARANTY COMPANY

By: Bob Ludlow

Title Officer

mh/3275u

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94 9 13124 4

30 MAY 27 10:57
SUPERIOR COURT CLERK
SEATTLE, WA.

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KING COUNTY, a political
subdivision of the State of
Washington,
Petitioners,
vs.
ROBERT V. PONTIUS and RUBY C.
PONTIUS, husband and wife, et
al.,
Respondents.

NO. 94-2-06211-5
STIPULATED ORDER OF IMMEDIATE
USE AND POSSESSION
Parcel A and B, Respondent
Pontius
TAKE
(Clerk's Action Required)

Judgment Summary

Judgment Creditor: Robert V. Pontius and
Ruby C. Pontius

Judgment Debtor: KING COUNTY

Amount: \$147,000.00

Attorney for Creditor: Marc Bateman

	C/PROC
	CUST
	CASH
<i>MA</i>	JUDG
//	DIG2
//	CAM
//	ACCTG
	EMH

STIPULATED ORDER OF IMMEDIATE USE AND POSSESSION - 1

Norm Maleng
Prosecuting Attorney
CIVIL DIVISION
ES50 King County Courthouse
Seattle, Washington 98104-2312
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STIPULATION

IT IS HEREBY STIPULATED AND AGREED by King County, by Norm Maleng, the King County Prosecuting Attorney, by Thomas W. Kuffel, Deputy Prosecuting Attorney, and respondent Robert V. Pontius and Ruby C. Pontius, husband and wife, through their attorney, Marc Bateman, to the entry of the following order:

ORDER

IT IS HEREBY ORDERED that at such time as the deposit of the sum of One Hundred Forty-seven Thousand and no/100 dollars (\$147,000.00) is paid into the registry of the court by the petitioner as its offer, King County shall have, and is hereby awarded and granted immediate possession and use of the parcel of property particularly described as Parcel Nos. A and B of Exhibit A attached to the Petition on file herein, according to the terms and conditions of RCW 8.25.070 and the parties' Supplemental Agreement of Immediate Use and Possession.

IT IS FURTHER ORDERED that the sum deposited into the registry of the court as above provided and set out is subject to any lien of taxes, and said lien of taxes shall be withheld by the clerk of the court from the above-referenced deposit and the

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1 amount thereof shall be paid to the county treasurer in payment
2 and discharge, pursuant to Chapter 84.60 RCW.

3 DONE IN OPEN COURT this day of May, 1994.

4 RECEIVED

5 MAY 27 1994

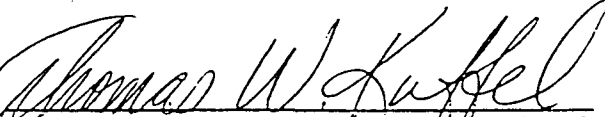
6 JUDGE/COMMISSIONER

7 STEPHEN M. GADDIS
COURT COMMISSIONER

8 Stipulated to and Presented by:

9 NORM MALENG
King County Prosecuting Attorney

10 By



11 THOMAS W. KUFFEL, WSBA # 20118
12 Deputy Prosecuting Attorney
Attorneys for King County

13 Stipulated to, copy received,
14 approved for entry and notice
15 of presentation waived:

16 By



17 MARC BATEMAN, WSBA # 9202
18 Attorney for Respondents Pontius

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STIPULATED ORDER OF IMMEDIATE USE AND
POSSESSION - 3

Norm Maleng
Prosecuting Attorney
CIVIL DIVISION
E550 King County Courthouse
Seattle, Washington 98101-2312

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PARCEL A

INTERESTED PARTIES:

Robert V. Pontius and Ruby C. Pontius, husband and wife
Record Owners

Puget Sound Power and Light Company
Easement Grantee

Western Title (formerly Lawyers Title Company of Washington,
Inc., a corporation)
Trustee, Deed of Trust

Zigmond G. Dedo and Wilma J. Dedo, husband and wife
Deed of Trust, Beneficiary

City of Seattle
Release from Liability

PROPERTY AFFECTED:

284380
0065
Tract 13, Gordon's Addition No. 2, according to the plat thereof
recorded in Volume 36 of Plats, page 42, in King County, Washington.

TOGETHER WITH that portion of the southeast quarter of the southwest
quarter of the southeast quarter of Section 4, Township 23 North,
Range 4 East, W.M., in King County, Washington, lying westerly of
the Duwamish River adjacent to said Tract 13.